Prepared By and Return To: Will

William F. Hagan Post Office Box 679 Hernando, MS. 38632 (601) 429-9048

STATE MS. - DESOTO CO.
DEC 12 10 23 AN '94

M. RENEE COURVILLE DARLING,

(601)

Grantor

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ASSUMPTION WARRANTY DEED

BK 279 PG 370 W.E. DAVIS CH. CLR. J. S. Chulland

TO

TRAVIS PEARSON.

Grantee

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, M. RENEE COURVILLE DARLING, being one and the same person as M. RENEE COURVILLE, and my husband, MICHAEL A. DARLING, who joins in this instrument to convey any right, title, or interest he may have in or to said real property by virtue of our marriage, do hereby grant, bargain, sell, convey, and warrant to TRAVIS PEARSON that certain real property lying and being situated in DeSoto County, Mississippi, and being more particularly described as follows:

Lot 66, GARDENS AT PLUM POINT, situated in Section 6, Township 2 South, Range 7 West, as per plat thereof recorded in Plat Book 30, Pages 27-28, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The above described property is conveyed subject to road rights of way, public utility easements, and zoning, subdivision, and health department regulations of DeSoto County, Mississippi; subject to any prior reservation or conveyance of minerals, of every kind and character, including, but not limited to, oil, gas, sand, and gravel, in, on, and under subject property; subject to covenants, limitations, and restrictions of said subdivision as shown on plat of said subdivision of record in Plat Book 30, Pages 27-28, of the records of DeSoto County, Mississippi; and subject to taxes for the year 1994, which taxes are not yet due or payable, but which constitute a lien which relates back to January 1, 1994.

Taxes for the year 1994 are being pro-rated on an estimated basis to the date of this Deed as part of this closing. Taxes for 1994 and all subsequent years are to be the responsibility of Grantee, his heirs and/or assigns.

As part of the consideration herein, Grantee does hereby assume and agree to pay that certain indebtedness as evidenced by Deed of Trust dated November 3, 1989, in favor of National Mortgage Company, Beneficiary, and being of record in Deed of Trust Book 490, Page 374, of the records of DeSoto County, Mississippi, and Grantor does hereby transfer, set-over, and assign to Grantee any and all sums and amounts which may be held in escrow in connection with said loan. Said Grantee joins in the execution of this instrument to evidence his assumption of said indebtedness and agreement and covenant to pay same.

Possession of the above described property shall be delivered to Grantee on or before December 31, 1994.

Witness our signatures, this the 9th day of December, 1994.

MICHAEL A. DARLING

M. Renee Darling 413 Camilla YoMaxine Canerdy Memphis, TN. 38101 Home: (601) 349-4244 Work: (901) 525-1236

Travis Pearson

360 Garden Walk North Southaven, MS. 38671 Home: (601) 342-1078 Work: (601) 342-1078

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, M. RENEE COURVILLE DARLING, being one and the same person as M. RENEE COURVILLE, and her husband, MICHAEL A. DARLING, and TRAVIS PEARSON, who each acknowledged that they signed and delivered the above and foregoing ASSUMPTION WARRANTY DEED as their free and voluntary and deed on the day and date mentioned therein and for the purposes therein expressed.

Given under my hand and official seal of office, this the 9th day of December, 1994.

MY COMMISSION EXPIRES; September 23, 1996 Thursday of the

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